

EXHIBIT

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**From:** Joseph Kinney [jakinney@nc.rr.com]  
**Sent:** Wednesday, June 06, 2007 10:16 AM  
**To:** Jim Wynne  
**Subject:** FYI-- Agreements  
**Attachments:** AGREEMENT-Turner; AGREEMENT-Kline

----- Forwarded Message

From: Joseph Kinney <jakinney@nc.rr.com>  
Date: Wed, 06 Jun 2007 10:14:13 -0400  
To: Angela Hamblin <hearthandhome@excite.com>  
Subject: Agreements

Dear Angela:

Here are the two agreements that I promised.

I will say a prayer for Michael that all goes well at Mass General. Do you have a room number? Would I need one for a card?

Let me know if you require any changes otherwise I will print out the agreements and send them today.

Regards,

Joseph

----- End of Forwarded Message

## BROKER PROPOSAL & AGREEMENT

THIS BROKER AGREEMENT made on March 21, 2007, (hereinafter "Agreement") between JOSEPH A. KINNEY (hereinafter "JAK") with offices at 25 Bridle Path Circle, Pinehurst, North Carolina 28374 and Ms. ANGELA HAMBLIN (hereinafter "AH") of 350 Revere Beach Boulevard, Penthouse Two, Revere, Mass 02151.

### DETAILS OF THIS AGREEMENT:

WHEREAS, JAK operates a program of marketing and selling fine art,

WHEREAS, AH desires JAK to perform certain marketing tasks,

NOW, THEREFORE, in consideration of the foregoing recitals, the parties expressly agree to the following:

1. AH shall entrust a painting by J.M.W. Turner to be sold by JAK;
2. JAK shall take possession of said painting for a period of 30 days;
3. During the period of transit from and to AH and during all periods that the painting is in JAK's possession, JAK shall maintain insurance to cover theft, fire, damage, etc., in the amount of \$45,000.00 with the payout in the name of AH. A rider with such declarations shall be conveyed to AH prior to the painting being conveyed to Mr. Kinney.
4. At the earliest possible time, or within 30 days, Mr. Kinney shall pay AH the sum of Forty-Five Thousand Dollars (\$45,000.00) for said painting or immediately return it in the condition it was received;
5. In the event that JAK is unable to act upon the terms of this agreement, AH shall have the right to place a lien upon his property until the amount, with interest, is fully paid;
6. If there is a legal dispute between the parties, it shall be made in Massachusetts or in a court of AH's choosing;

7. At all times AH shall support JAK in his efforts to perform his marketing duties, including providing information as to provenance of the painting;
8. At no time is JAK permitted to consign this work of art or to use it to secure any interest;
9. JAK shall provide marketing reports concerning his duties within 24 hours at the request of AH;
10. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions.
11. This Agreement incorporates all prior verbal and written agreements between the parties and constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof, and except as otherwise stated in this Agreement,
12. This agreement cannot be altered, amended or modified except in a writing executed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the date and time enumerated below:

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Joseph A. Kinney  
25 Bridle Path Circle  
Pinehurst, North Carolina 28374  
(910) 295-1575

Notary:

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Angela Hamblin  
St. George  
350 Revere Beach Boulevard  
Penthouse Two  
Revere, Massachusetts 02151

Notary:

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### DETAILS OF THIS AGREEMENT:

WHEREAS, JAK operates a program of marketing and selling fine art,

WHEREAS, AH desires JAK to perform certain marketing tasks,

NOW, THEREFORE, in consideration of the foregoing recitals, the parties expressly agree to the following:

1. AH shall entrust a painting by Franz Kline to be sold by JAK;
2. JAK shall take possession of said painting for a period of 30 days;
3. During the period of transit from and to AH and during all periods that the painting is in JAK's possession, JAK shall maintain insurance to cover theft, fire, damage, etc., in the amount of \$85,000.00 with the payout in the name of AH. A rider with such declarations shall be conveyed to AH prior to the painting being conveyed to Mr. Kinney.
4. At the earliest possible time, or within 30 days, Mr. Kinney shall pay AH the sum of Eighty-Five Thousand Dollars (\$85,000.00) for said painting or immediately return it in the condition it was received;
5. In the event that JAK is unable to act upon the terms of this agreement, AH shall have the right to place a lien upon his property until the amount, with interest, is fully paid;
6. If there is a legal dispute between the parties, it shall be made in Massachusetts or in a court of AH's choosing;

7. At all times AH shall support JAK in his efforts to perform his marketing duties, including providing information as to provenance of the painting;
8. At no time is JAK permitted to consign this work of art or to use it to secure any interest;
9. JAK shall provide marketing reports concerning his duties within 24 hours at the request of AH;
10. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions.
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Notary:

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St. George  
350 Revere Beach Boulevard  
Penthouse Two  
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